

Decision \_\_\_\_\_

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF  
CALIFORNIA**

Application of Pacific Gas and Electric Company to Revise Its Electric Marginal Costs, Revenue Allocation and Rate Design. (U39M)	Application No. 16-06-013 (Filed June 30, 2016)
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**DECISION GRANTING INTERVENOR COMPENSATION TO SMALL  
BUSINESS UTILITY ADVOCATES FOR CONTRIBUTION TO DECISION  
(D.) 18-08-013**

<b>Intervenor: SMALL BUSINESS UTILITY ADVOCATES</b>	<b>For contribution to Decision (D.) 18-08-013</b>
<b>Claimed: \$183,311.54</b>	<b>Awarded: \$182,875.54</b>
<b>Assigned Commissioner: Marybel Batjer</b>	<b>Assigned ALJs: Michelle Cooke and Patrick Doherty</b>

**PART I: PROCEDURAL ISSUES**

<b>A. Brief description of Decision:</b>	Decision (D.) 18-08-013 resolves contested issues regarding Pacific Gas & Electric Company's (PG&E) electric marginal costs, revenue allocation, and rate design for its ratepayer classes. D.18-08-013 adopts several settlement agreements, to which Small Business Utility Advocates is a party, including for marginal cost and rate allocation, small commercial rate design, time-of-use rate design for grandfathered customers, and economic development rate design.
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**B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812<sup>1</sup>:**

	<b>Intervenor</b>	<b>CPUC Verification</b>
<b>Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):</b>		
1. Date of Prehearing Conference:	September 12, 2016	Verified
2. Other specified date for NOI:	N/A	
3. Date NOI filed:	October 11, 2016	Verified
4. Was the NOI timely filed?		Yes
<b>Showing of eligible customer status (§ 1802(b) or eligible local government entity status (§§ 1802(d), 1802.4):</b>		
5. Based on ALJ ruling issued in proceeding number:	A.16-09-001	Verified
6. Date of ALJ ruling:	October 27, 2017	Verified
7. Based on another CPUC determination (specify):		N/A
8. Has the Intervenor demonstrated customer status or eligible government entity status?		Yes
<b>Showing of “significant financial hardship” (§1802(h) or §1803.1(b)):</b>		
9. Based on ALJ ruling issued in proceeding number:	A.16-09-001	Verified
10. Date of ALJ ruling:	October 27, 2017	Verified
11. Based on another CPUC determination (specify):		N/A
12. Has the Intervenor demonstrated significant financial hardship?		Yes
<b>Timely request for compensation (§ 1804(c)):</b>		
13. Identify Final Decision:	D.18-08-013	Verified
14. Date of issuance of Final Order or Decision:	August 17, 2018	Verified
15. File date of compensation request:	October 16, 2018	Verified
16. Was the request for compensation timely?		Yes

<sup>1</sup> All statutory references are to California Public Utilities Code unless indicated otherwise.

**PART II: SUBSTANTIAL CONTRIBUTION****A. Did the Intervenor substantially contribute to the final decision (see § 1802(j), § 1803(a), 1803.1(a) and D.98-04-059)**

<b>Intervenor's Claimed Contribution(s)</b>	<b>Specific References to Intervenor's Claimed Contribution(s)</b>	<b>CPUC Discussion</b>
<p><b><u>Overall</u></b></p> <p>This GRC proceeding covered PG&amp;E's marginal cost, revenue allocation, and rate design. To address this array of issues, the Commission approved several Settlement Agreements, including four settlements that SBUA is a signatory to, covering the following issues: (1) Marginal Cost and Revenue Allocation (MC/RA), (2) Economic Development Rate (EDR) Design, (3) Small Light &amp; Power (SLP) Rate Design, and (4) Time of Use (TOU) for Grandfathered Solar Customers. The adoption of these settlement agreements resulted from arm-length negotiations that SBUA was extensively involved in and represents a compromise of contested issues between the settling parties.</p> <p>In D.18-08-013, the Commission agrees with ALJ Cooke's and Doherty's findings that the approved settlements are reasonable in light of the record and should be adopted. The Commission describes the main provisions in each of the settlement agreements, and SBUA submits that the Commission should find these settlement agreements, which favorably address a number of</p>	<p><u>References to Final Decision:</u></p> <p>D.18-08-013 (Final Decision), p. 8 (summary of adopted settlements), pp. 20-28 (SBUA participated in and is a signatory to MC/RA Settlement), p. 34 (SBUA's participation in TOU negotiations), pp. 55-63 (SBUA participated in and is a signatory to SLP Rate Design Settlement), pp. 63-67 (discussion of EDR Settlement to which SBUA is a party), pp. 89-91 (SBUA participated in and is a signatory to the TOU Settlement).</p> <p><u>References to Claimant's Presentations:</u></p> <p>Exh. SBUA-01 (SBUA Opening Expert Testimony), served on March 15, 2017.</p> <p>Motion of the Settling Parties for Adoption of MC/RA Settlement Agreement (Oct. 26, 2017).</p> <p>Motion of the Settling Parties for Adoption of EDR Supplemental Settlement Agreement (Nov. 16, 2017)</p> <p>Motion of the Settling Parties for Adoption of SLP Rate Design Supplemental Agreement (January 29, 2018).</p> <p>Motion of the Settling Parties for Adoption of TOU Grandfathered Solar Rates Supplemental Settlement Agreement (Jan. 22, 2018).</p> <p><i>See also</i> SBUA Reply Comments on</p>	<p>Verified</p>

<p>issues of importance to small businesses, as reflective of SBUA's substantial contributions to this proceeding.</p> <p>Additional specifics on SBUA's advocacy are detailed below.</p>	<p>Proposed Decision (Jan. 30, 2018).</p>	
<p><b>A. Marginal Cost and Revenue Allocation</b></p> <p>SBUA was an active party to the MC/RA Settlement Agreement.</p> <p>The Final Decision adopts the multi-party settlement resolving all marginal cost and revenue allocation issues and reflects a compromise of positions held by SBUA and other parties. Specifically, as to revenue allocation, SBUA and the other settling parties agreed that PG&amp;E will target the average percentage changes for small commercial customers of bundled electricity to be decreased by 0.02%. Although this is not a dramatic change, given the numerous parties advocating on behalf of other customers groups in manner that impacts small businesses, SBUA submits that its participation in the MC/RA Settlement Agreement was essential advocacy to protect the small commercial customer class from being over-allocated revenue.</p> <p>SBUA's expert opined that PG&amp;E in its Application over-allocated costs and by extension revenue requirements to SL&amp;P</p>	<p>Final Decision, pp. 20-28 (discussion of MC/RA Settlement to which SBUA participated).</p> <p>Findings of Fact #3, p. 156 ("MC/RA settling parties representing all customer groups presented testimony on revenue allocation issues"); Findings of Fact #5, p. 156 ("[t]he result of the MC/RA settlement is a balanced settlement for all ratepayers").</p> <p>Conclusions of Law #12, p. 167 ("PG&amp;E's revenue allocation proposals, as modified by the MC/RA settlement, are reasonable and should be adopted.").</p> <p>Motion of the Settling Parties for Adoption of MC/RA Settlement Agreement (Oct. 26, 2017), p. 7 (-0.02% average percentage change for SL&amp;P bundled customers); App. A (MC/RA Settlement Agreement), pp. 2-5 (discussing parties' involvement, including SBUA), p. 14, Table 1 (0.02% average percentage change for SL&amp;P bundled customers).</p> <p>SBUA Opening Testimony, pp. 8-15 (analyzing marginal cost and revenue allocation to customer classes and advocating for a decrease in revenue allocations to small commercial customers).</p> <p><i>See also</i> SBUA Reply Comments on Proposed Decision (July 30, 2018), pp.</p>	<p>Verified</p>

<p>customer classes. SBUA Opening Testimony, p. 21. SBUA opposed other parties' recommendations that would have increased cost allocations to small commercial customer. <i>Id.</i>, pp. 42-43. SBUA further argued, for example, that PG&amp;E's allocation of marginal costs to small businesses was larger than warranted due to single phase new connections being more than three times more expensive than a single phase residential new connection. <i>Id.</i>, pp. 10-11.</p>	<p>2-4 (comments supporting MC/RA Settlement).</p>	
<p><b>B. Small Commercial Rate Design</b></p> <p>SBUA was an active participant in the SLP Rate Design Settlement Agreement. SBUA's advocacy was on a wide-range of issues and designed to maintain and promote fair rate design and eligibility options for small businesses. SBUA participated on issues such as minimizing increases to customer charges, optimizing peak day pricing periods for small businesses, creating new storage rate schedules, delaying TOU mandatory changes, and approving energy charges for A-1 TOU.</p> <p>SBUA's expert, for example, supported the adoption of A1-DMD (see SBUA Opening Testimony, pp. 45-46), and SBUA later entered a settlement with a new A-1 Storage rate tariff. SBUA's expert maintained that PG&amp;E's</p>	<p>Final Decision, p. 57 (SBUA challenged PG&amp;E's original proposal to increase customer charges and the reduced 20% increase in charges is "reasonable in light of the whole record, consistent with law, and in the public interest"), pp. 57-58 (the adopted energy charges for A-1 TOU that SBUA supported are "reasonable in light of the whole record, consistent with law, and in the public interest"), pp. 59-60 ("substantial give-and-take between the settling parties" resulted in an "A-1 STORE rate [that] is reasonable in light of the whole record, consistent with law, and in the public interest"), and pp. 62-63 (other SL&amp;P Settlement are reasonable and in the public interest, including the meet and confer requirements with SBUA, suspension of mandatory TOU and PDP, changes to PDP periods, and maintaining threshold of eligibility between A-1 and A-6 at 75kW).</p> <p>Findings of Fact #20, p. 159 ("PG&amp;E, ORA, SBUA, and other parties to the SLP settlement bargained during</p>	<p>Verified</p>

<p>proposals to increase basic service fee for single-phase and poly-phase customers by 50% and 100%, respectively, were unreasonable and should not be adopted. <i>Id.</i>, pp. 34-37. SBUA's expert testified on other SL&amp;P rate design issues as well, such as maintaining the existing cut-off limits for A-1 versus A-6 schedules (<i>id.</i>, pp. 39-40) and ensuring that critical peak pricing hours do not unduly harm segments of the small business population. <i>Id.</i>, pp. 18-31. SBUA further advocated and opined on other issues during settlement discussions that impact small commercial customers, including limiting the number of peak periods to avoid customer confusion, delaying the timing of mandatory TOU transitions for A-1 customers, and grandfathering TOU periods for A-1 and A-6 customers.</p> <p>SBUA signed the SL&amp;P Rate Design Settlement Agreement that favorably resolves a number of SBUA key concerns on rate design, including, for example, adopting a new storage rate, limiting the increase in basic service fees to 20%, keeping the cut-off between A-1 and A-12, delaying TOU mandates until October 2019, and securing a future meet and confer with PG&amp;E regarding additional rate options for small businesses prior to the next GRC II.</p>	<p>negotiations to reduce PG&amp;E's originally proposed increases in customer charges for the SLP classes."); Findings of Fact #23, ("Because the A-1 STORE rate differs substantially from PG&amp;E's original proposal for an A-1 rate specifically designed for energy storage customers, we presume that there was substantial give-and-take between the settling parties on the issue of how to design the A-1 STORE rate.").</p> <p>Conclusions of Law #21, p. 168 (TOU periods in various settlement agreements are reasonable and in public interest); Conclusions of Law #42, p. 172 ("Given that there was substantial give-and-take between the settling parties during arm-length negotiation on these items, the other elements of the SLP settlement are approved as reasonable in light of the whole record, consistent with law, and in the public interest.").</p> <p>Motion of the Settling Parties for Adoption of SLP Rate Design Supplemental Agreement (January 29, 2018), pp. 1-2 (SBUA participation), Attachment 1 (SLP Settlement adopting numerous provisions related to SBUA's testimony and small commercial customers).</p> <p>SBUA Opening Testimony, pp. 16-45, 51-52 (analyzing and making recommendations on small commercial rate design).</p> <p><i>See also</i> SBUA Reply Comments on Proposed Decision (July 30, 2018), pp. 4-5 (comments supporting SLP Settlement, A-1 STORE, and delay of mandatory TOU rates).</p>	
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<p><b>C. Economic Development Rate Design</b></p> <p>SBUA was an active participant in the Economic Rate Design Supplemental Settlement Agreement (EDR Settlement Agreement). SBUA’s long-term position has been that PG&amp;E’s EDR program is unreasonable and unjust to small businesses because it is funded by all ratepayers but A-1 and A-6 ratepayers are ineligible to participate in the program. <i>See, e.g.,</i> SBUA Opening Testimony, pp. 43-44.</p> <p>SBUA negotiated extensively to expand PG&amp;E’s EDR program to allow for the participation of smaller customers. The EDR Settlement Agreement favorably addresses this concern by: (1) lowering the EDR threshold to allow smaller businesses to participate, including with a limited offering for A-1 and A-6 customers and (2) allowing smaller businesses that are often tenants of a larger facility to participate by allowing a customer with A-1 and A-6 meters to aggregate with an A-10 meter used by the same customer to establish that customer’s eligibility for EDR.</p>	<p>Final Decision, pp. 89-91 (SBUA’s participation in TOU legacy rates and settlement).</p> <p>Conclusions of Law # 43, p. 172 (“The proposed modifications allowing smaller businesses to participate in the EDR creates a more equitable program.”); Conclusions of Law # 44, p. 172 (“The EDR settlement is reasonable in light of the whole record, consistent with law, and in the public interest.”).</p> <p>Motion of the Settling Parties for Adoption of EDR Supplemental Settlement Agreement (Nov. 16, 2017), pp. 11-12 (discussion of expanding program for smaller businesses), Attachment 1 (EDR Settlement Agreement), p. 13 (same).</p> <p>SBUA Opening Testimony, pp. 43-44 (expressing SBUA’s position that small businesses have been excluded from EDR programs).</p> <p><i>See also</i> SBUA Reply Comments on Proposed Decision (July 30, 2018), p. 5 (supporting clarifications on EDR settlement related to tenants in multi-building or multi-meter facilities).</p>	<p>Verified</p>
<p><b>D. Other Issues</b></p> <p>SBUA spent relatively smaller amounts of time on several other issues including: (i) Standby Rates; (ii)</p>	<p>Final Decision, pp. 89-91 (approving TOU Settlement).</p> <p>Conclusions of Law # 60, p. 176 (The legacy solar TOU settlements’ treatment of legacy solar customers</p>	<p>Verified</p>

<p>grandfathered TOU rates; and (iii) basic fees and TOU rates for residential customers (with the potential to help spread costs away from small businesses).</p> <p>SBUA spent relatively less time participated in negotiations and is a signatory to the TOU Settlement. SBUA also participated in early settlement discussions related to Standby Rates (Schedule S customers) but did not find issues necessitating SBUA's further involvement. SBUA therefore neither joined nor opposed the Standby, Medium, and Large Commercial Settlement Agreement.</p>	<p>complies with the mandates and guidelines of D.17-01-006 and other applicable law.”); Conclusions of Law # 62, p. 175 (“The legacy solar TOU settlements are reasonable in light of the whole record, consistent with law, and in the public interest.”).</p> <p><i>See</i> SBUA Opening Testimony, pp. 18 (analysis of TOU rates), p. 43 (analysis of Standby Rates), pp. 47-51 (analysis of residential charges).</p>	
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**B. Duplication of Effort (§ 1801.3(f) and § 1802.5):**

	<b>Intervenor's Assertion</b>	<b>CPUC Discussion</b>
<b>a. Was the Office of Ratepayer Advocates (ORA) a party to the proceeding?</b>	Yes	Yes
<b>b. Were there other parties to the proceeding with positions similar to yours?</b>	Yes	Yes
<b>c. If so, provide name of other parties:</b>  The Office of Ratepayer Advocates (ORA), The Utility Reform Network (TURN), Consumer Federation of California, and the California Solar & Storage Association (CALSSA).		Verified
<b>d. Intervenor's claim of non-duplication:</b>  SBUA sought to reduce overlap of efforts by presenting unique perspectives on the concerns of small commercial customers as a group as opposed to other customer classes. SBUA on numerous occasions reached out to other groups to coordinate and identify any overlapping issues and ensure SBUA was making relevant contributions to the proceeding – for example, <i>see</i> J.		Noted



Birkelund time entries reaching out to other parties to coordinate on 11.5.15, 3.25.17, 3.26.17, 3.29.17, and 5.15.17. SBUA representatives also engaged in multi-party discussions, including with ORA, TURN, and other intervenors.

SBUA's advocacy differed from that of other parties in that SBUA is unique with a focus *exclusively* on the interests of small business community. SBUA sought to reduce overlap of efforts by presenting unique perspectives on the concerns of small commercial customers as a group as opposed to other customer classes. SBUA's advocacy and positions differed from ORA and TURN, particularly in settlement negotiations. SBUA's mission is *solely* on behalf of the small commercial customer class. By comparison, ORA's and TURN's advocacy includes advancing the interests of residential customers, which, by necessity, can conflict with the interests of small commercial customers. For example, lowering revenue allocation for one customer class, such as small commercial customers (which SBUA advocated for), necessarily requires redistributing the revenue requirements to other classes, including residential customers (a proposition that other groups often oppose in final negotiations).

In the instant case, all of the settling parties were required to compromise, change their opening positions, and offer various concessions. Although opening positions varied in aggressiveness, no party maintained stronger positions on a consistent basis throughout the negotiations in favor of small commercial customers than SBUA. Because of SBUA's unique core mission, we were able to sustain conflict-free and untethered advocacy in favor of small commercial customers throughout the proceeding.

Any duplication that may have occurred here was incidental, and SBUA's participation in that regard was in addition to but not duplicative of the arguments and evidence presented by other parties. In a proceeding involving multiple participants, the Commission has recognized is virtually impossible for any party to completely avoid some duplication of the work of other parties. In this case, SBUA took all reasonable steps to keep such duplication to a minimum.

### PART III: REASONABLENESS OF REQUESTED COMPENSATION

#### A. General Claim of Reasonableness (§ 1801 and § 1806):

	CPUC Discussion
<b>a. Intervenor's claim of cost reasonableness:</b>  SBUA's main objective for the proceeding was to protect and advance the interests of small commercial customers of bundled electricity. The	Noted

<p>Commission adopted the above-discussed settlements to which SBUA was a signatory, which included numerous provisions that benefit small commercial customers. In this proceeding, SBUA actively participated in submitting testimony and analysis, settlement negotiations, and drafting efforts that led to the approval of the approved settlement agreements that SBUA participated in. These settlements are beneficial because they reach reasonable compromises among PG&amp;E and the other interested parties.</p> <p>These settlements have both quantitative and qualitative benefits, although precise dollar values are difficult to attribute. As a result of SBUA's work, for example: small commercial customers of bundled electricity will not incur rate increases (actually they will pay -0.02% less); small businesses for the first time will be able to participate in Economic Development Rates; and small commercial customers will have rate design options that SBUA advocated for, such as a new A-1 STORAGE rate. Overall, the adoption of the SBUA-executed settlement agreements will help protect an important customer class and is in the public interest. SBUA's fee request is reasonable in comparison to the benefits, financial and otherwise, secured for small commercial customers.</p> <p>In sum, the Commission should conclude that SBUA's overall request is reasonable in light of the benefits achieved through SBUA's participation in the proceeding and that SBUA's participation was productive and outweighed the cost of participation. In assessing SBUA's substantial contribution, the Commission also should factor its desire to encourage participation of a broad range of customer interests and policies encouraging settlement.</p>	
<p><b>b. Reasonableness of hours claimed:</b></p> <p>Given the complexity of the issues presented in Phase 2 of a General Rate Case, SBUA's hours, including for several attorneys and an expert, are reasonable to address key issues of importance to small businesses in this in this proceeding.</p> <p>SBUA's attorney James Birkelund devoted approximately 298.8 hours to this proceeding. Mr. Birkelund served as the lead attorney for SBUA in this proceeding, including by negotiating and finalizing settlement positions. He played a wide-ranging role and was also responsible for researching, analyzing, and drafting various SBUA positions and issues for SBUA's expert testimony and settlement positions. Mr. Birkelund took the lead for SBUA in settlement discussions with PG&amp;E and other interested parties and negotiated issues and settlements on behalf of small commercial customers. He also participated in workshops and negotiations prior to PG&amp;E filing its Application. Mr. Birkelund's hours are reasonable given the high demand on legal services to participate in a complex GRC, as</p>	<p>The hours claimed are reasonable considering SBUA's contribution during this proceeding.</p>

here, and the extensive time and resources required to engage in the four different settlement agreements to which SBUA is a party and that were approved in the Final Decision.

SBUA's expert Michael Brown devoted approximately 176.2 hours to this proceeding. Mr. Brown served as SBUA's expert witness and played a lead role in developing testimony and he also provided input to the settlement discussions regarding the expert issues he covered. Mr. Brown submitted opening testimony (and drafted A-1 DMD testimony that, while necessary at the time of drafting, ultimately was not finalized or submitted due to favorable progress with settlement agreements). He analyzed other parties' revenue allocation and rate design proposals and had an instrumental role in identifying and promoting small commercial customer interests in this proceeding.

Mr. Birkelund and Mr. Brown avoided unnecessary duplication and worked together efficiently. Both were involved in researching and analyzing small business issues, bringing their own knowledge and expertise, and on some occasions both had to participate in the same settlement conferences, as the discussions covered multiple issues and topics. Mr. Birkelund and Mr. Brown had differing responsibilities in settlement negotiations, and involving both in certain conferences was essential to the effective development and implementation of SBUA's settlement strategy for this proceeding. They did not play duplicative roles in settlement, and each was an active participant, bringing his particular knowledge and expertise to bear on the discussions.

Several other attorneys devoted substantially less time to this proceeding: Attorney Kathryn Kriozere was assigned to different proceedings at the PUC on behalf of SBUA (energy efficiency proceedings) but assisted in this case due to scheduling conflicts of other attorneys and spent 3.6 hours of time to prepare for and attend an all-party settlement conference. Attorney Miles Maurino only worked temporarily for SBUA, prepared for and attended evidentiary hearings, and incurred 25.7 hours. Finally, attorney and SBUA Board Member Lillian Rafii prepared for and attended the prehearing conference; however, SBUA is not seeking compensation for her time.

SBUA has omitted certain time entries from its billing records that reflect potentially duplicative activities. These deductions include instances involving certain internal conferences or emails, for which SBUA has submitted time entries for only one attorney or expert. The attached time records reflect these deductions; for example, where there is a time entry from one attorney or expert showing that a meeting took place, but there is no corresponding entry from the other attorney or expert, this is because the corresponding entry was omitted.

<p>SBUA requests that the Commission recognize that the allocation of our recorded attorney and expert hours in this proceeding is reasonable in the context of the level of effort required to participate in a rate design proceeding and reach settled resolutions, and therefore, SBUA seeks compensation for all of the hours recorded by our attorneys and experts (excepting Board Member Ms. Raffi's hours) and included in this request.</p>	
<p><b>c. Allocation of hours by issue:</b></p> <p>SBUA has assigned the following issue codes:</p> <ol style="list-style-type: none"> <li>1. Marginal Cost and Revenue Allocation – 191.2 hours or 38%</li> <li>2. Small Commercial Rate Design – 187.5 hours or 37%</li> <li>3. Economic Development Rates – 68.9 hours or 14%</li> <li>4. Other (Standby Rates, Residential Rate Design, ECARE, etc.) – 30.2 hours or 6%</li> <li>5. General Participation – 26.5 hours or 5%</li> </ol> <p>SBUA submits that the categories above are well defined to allow SBUA to accurately assign hours to various tasks in its time entries. Should the Commission wish to see different information on this point or some other breakdown of SBUA's hourly work, SBUA requests that we be so informed and provided an opportunity supplement this request accordingly. SBUA submits that all of the hours claimed were reasonably and efficiently expended and should be fully compensated.</p>	Noted

**B. Specific Claim:\***

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate \$	Total \$
James Birkelund	2015	20.1	\$435	D.18-08-011	\$9,178.5	20.1	\$435	\$8,743.50 (5)
James Birkelund	2016	44.3	\$440	As above.	\$19,492	44.3	\$440	\$19,492.00
James Birkelund	2017	200.3	\$450	As above; D.18-07-036.	\$90,135	200.3	\$450	\$90,135.00
James Birkelund	2018	33.1	\$485	D.18-07-036; escalated by a 5% step	\$16,053.5	33.1	\$485 (1)	\$16,053.50

				increase ( <i>see</i> Comment 1 below)				
Michael Brown	2015	11.8	\$200	D.18-08-011	\$2,360	11.8	\$200	\$2,360.00
Michael Brown	2016	89.1	\$205	D.18-08-011	\$18,266	89.1	\$205	\$18,265.50
Michael Brown	2017	70	\$210	As above plus application of Res. ALJ-345 2.14% Cost of Living Adjustment for 2017	\$14,700	70	(2)	\$14,700
Michael Brown	2018	1.3	\$215	As above plus application of Res. ALJ-352 2.30% Cost of Living Adjustment for 2018	\$280	1.3	(3)	\$279.50
Kathryn Kriozere	2017	3.6	\$230	D.18-08-024	\$828	3.6	\$230	\$828.00
Miles Maurino	2018	28.2	\$175	ALJ-352 and Comment 2 below	\$4,935	28.2	\$175 (4)	\$4,935.00
Subtotal: \$176,228						Subtotal: \$175,792.00		
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	Year	Hours	Rate \$	Basis for Rate*	Total \$	Hours	Rate	Total \$
James Birkelund	2016	6.8	\$220	50% of 2016 rate	\$1,496	6.8	\$220	\$1,496.00
James Birkelund	2018	19	\$242.5	50% of 2018 rate	\$4,607.5	19	\$242.5	\$4,607.50
Michael Brown	2018	4.0	\$107.5	50% of 2018 rate	\$430	4.0	\$107.5	\$430.00
Subtotal: \$6,533.50						Subtotal: \$6,533.50		

COSTS				
#	Item	Detail	Amount	Amount
1.	Expenses	Production and mailing costs for expert reports and hearing exhibits	\$550.04	\$550.04
Subtotal: \$550.04				Subtotal: \$550.04
TOTAL REQUEST: \$183,311.54				TOTAL AWARD: \$182,875.54
<p>*We remind all intervenors that Commission staff may audit the records and books of the intervenors to the extent necessary to verify the basis for the award (§1804(d)). Intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenors’ records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.</p> <p>**Travel and Reasonable Claim preparation time are typically compensated at ½ of preparer’s normal hourly rate</p>				
ATTORNEY INFORMATION				
Attorney	Date Admitted to CA BAR <sup>2</sup>	Member Number	Actions Affecting Eligibility (Yes/No?) If “Yes”, attach explanation	
James M. Birkelund	March 2000	206328	No	
Kathryn F. Kriozere	October 2014	298513	No	
Miles F. Maurino	December 2017	319377	No	

### C. Attachments Documenting Specific Claim and Comments on Part III:

Attachment or Comment #	Description/Comment
<b>Comment 1</b>	<p><b>Hourly Rate for James Birkelund</b></p> <p>Mr. Birkelund's rate in D.18-07-036 was set at \$460 per hour. In addition, we are asking for a 5% step increase for Mr. Birkelund, resulting in a 2018 rate in this case of \$485 per hour (460*1.05, rounded to the nearest five, per D.13-05-009). Resolutions ALJ-345 and ALJ-352 both state: "It is reasonable to allow individuals an annual 'step increase' of 5%, twice within each experience level and capped at the maximum rate for that level, as authorized by D.07-01-009." Mr. Birkelund who is in the 13+ years</p>

<sup>2</sup> This information may be obtained through the State Bar of California's website at <http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>.

	of experience bracket has not yet received a second step increase in this experience level and his requested rate with the second step increase is well below the cap of \$600 per hour.
Comment 2	<p><b>Hourly Rate for Miles Maurino</b></p> <p>SBUA seeks an hourly rate of \$175 per hour for regulatory counsel Miles Maurino for his work in 2018. Mr. Maurino’s requested compensation “take[s] into consideration the market rates paid to persons of comparable training and experience who offer similar services,” <i>see</i> PUC § 1806, is at the bottom of the 2018 range of rates for his level of experience, and is in accordance with the Commission’s guidelines in D.05-11-031. Mr. Maurino received his J.D. in 2017 and in 2018 he was in his first year of legal experience. For 2018, the PUC compensated attorneys with 0-2 years of experience in the range of \$175-235 per hour. Resolution ALJ-352.</p> <p>Mr. Maurino graduated from University of San Francisco College of Law in 2017. In addition, from January to May of 2017, Mr. Maurino had an externship at the CPUC in the Administrative Law Judges Division. He therefore had some prior CPUC experience as a law student.</p>
Attachment 1	<b>James Birkelund Time Sheets</b>
Attachment 2	<b>Michael Brown Time Sheets</b>
Attachment 3	<b>Kate Kriozere Time Sheets</b>
Attachment 4	<b>Miles Maurino Time Sheets</b>
Attachment 5	<b>Expenses</b>

#### D. CPUC Comments, Disallowances, and Adjustments

Item	Reason
1	James Birkelund’s 2018 rate has been adjusted with an added 5% step increase. The established rate for 2018 is \$485.00.
2	Michael Brown’s 2017 rate was adjusted to add 2017 ALJ-345 COLA of 2.14%. The established rate for 2017 is \$210.00.
3	Michael Brown’s 2018 rate was adjusted to add 2018 ALJ-352 COLA of 2.3%. The established rate for 2018 is \$215.00.
4	Miles Maurino’s 2018 rate was adjusted to add 2018 ALJ-352 COLA of 2.3%. The established rate for 2018 is \$175.00.
5	Total has been adjusted to correct mathematical error.

**PART IV: OPPOSITIONS AND COMMENTS**

**Within 30 days after service of this Claim, Commission Staff or any other party may file a response to the Claim (*see* § 1804(c))**

<b>A. Opposition: Did any party oppose the Claim?</b>	No
<b>B. Comment Period: Was the 30-day comment period waived (<i>see</i> Rule 14.6(c)(6))?</b>	Yes

**FINDINGS OF FACT**

1. Small Business Utility Advocate has made a substantial contribution to D.18-07-006.
2. The requested hourly rates for Small Business Utility Advocate's representatives, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.
3. The claimed costs and expenses, as adjusted herein, are reasonable and commensurate with the work performed.
4. The total of reasonable compensation is \$182,875.54.

**CONCLUSION OF LAW**

1. The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

**ORDER**

1. Small Business Utility Advocate shall be awarded \$182,875.54.
2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company shall pay Small Business Utility Advocate the total award. Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning December 30, 2018 the 75<sup>th</sup> day after the filing of Small Business Utility Advocate's request, and continuing until full payment is made.



3. The comment period for today's decision is waived.
4. This decision is effective today.

Dated \_\_\_\_\_, at Los Angeles, California.

**APPENDIX****Compensation Decision Summary Information**

Compensation Decision:		Modifies Decision?	No
Contribution Decision	D1808013		
Proceeding	A1606013		
Author:	ALJs: Michelle Cooke and Patrick Doherty.		
Payer	Pacific Gas and Electric Company.		

**Intervenor Information**

Intervenor	Date Claim Filed	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
Small Business Utility Advocates	October 16, 2018	\$183,311.54	\$182,875.54	N/A	Math Errors

**Hourly Fee Information**

First Name	Last Name	Attorney, Expert, or Advocate	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
James	Birkelund	Attorney	\$435	2015	\$435
James	Birkelund	Attorney	\$440	2016	\$440
James	Birkelund	Attorney	\$450	2017	\$450
James	Birkelund	Attorney	\$485	2018	\$485
Michael	Brown	Expert	\$200	2015	\$200
Michael	Brown	Expert	\$205	2016	\$205
Michael	Brown	Expert	\$210	2017	\$210
Michael	Brown	Expert	\$215	2018	\$215
Kathryn	Kriozere	Attorney	\$230	2017	\$230
Miles	Maurino	Attorney	\$175	2018	\$175

**(END OF APPENDIX)**